

**POOR ORIGINAL**



201710020204

Skagit County Auditor

\$77.00

10/2/2017 Page

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4 12:50PM

**THIS INSTRUMENT WAS PREPARED BY GEORGE, SHEREESE  
WHEN RECORDED, MAIL TO:**

Alabama Housing Finance Authority  
7460 Halcyon Pointe Drive, Suite 200  
Montgomery, AL 36117

AHFA Loan No: **566-1152825-703**

FHA Case No: **65169828**

### **PARTIAL CLAIM MORTGAGE**

**THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on August 31, 2017.**

The Mortgagor is **Garry Jackson and Edite Jackson, Husband and Wife**, whose address is **37329 Fieldstone Ct, Sedro Woolley, WA 98284** ("Borrowers"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **451 Seventh Street, SW, Washington, DC 20410** ("Lender"). Borrowers owe Lender the principal sum of **Seventy Two Thousand Seven Hundred Thirty Six Dollars and Twelve Cents (U.S. \$72,736.12)**. This debt is evidenced by Borrowers' note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **September 1, 2047**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums to protect the security of this Security Instrument; and (c) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowers do hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in Skagit County, Washington:

**Lot 9, "Birdsview Estates", as per plat recorded June 10, 2010 under Auditor's File no. 201006100097, records of Skagit County, Washington. APN#: 4997-000-009-0000**

Which has the address of **37329 Fieldstone Ct, Sedro Woolley, WA 98284**, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWERS COVENANT that Borrowers are lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrowers warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrowers and Lender covenant agree as follows:

#### UNIFORM COVENANTS.

1. **Payment of Principal.** Borrowers shall pay when due the principal of the debt evidenced by the Note.

2. **Borrowers Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrowers shall not operate to release the liability of the original Borrowers or Borrowers' successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrowers or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowers. Borrowers' covenants and agreements shall be joint and several. Any Borrowers who co-sign this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrowers' interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrowers may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrowers' consent.

4. **Notices.** Any notice to Borrowers provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrowers designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrowers. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers or Lender when given as provided in this paragraph.

5. **Governing Law; Severability.** This Security Instrument shall be governed by

Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**6. Borrowers' Copy.** Borrowers shall be given one conformed copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** Borrowers and Lender further covenant and agree as follows:

**7. Acceleration; Remedies.** If Borrowers fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and under this Security Instrument, Lender, prior to acceleration, shall give notice to Borrowers as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrowers, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall further inform Borrowers of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrowers to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the POWER OF SALE and other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 7, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrowers in the manner provided in paragraph 4 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in Skagit County, Washington, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the property so sold. Lender or Lender's designee may purchase the property at any sale. Borrowers covenant and agree that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, in any, to the person or persons legally entitled thereto.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under **Paragraph 4 of the Note**, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

BY SIGNING BELOW, Borrowers accept and agree to the terms contained in this

Security Instrument and in any rider(s) executed by Borrowers and recorded with it.

  
\_\_\_\_\_  
**Garry Jackson**

(SEAL)

  
\_\_\_\_\_  
**Edite Jackson**

(SEAL)

State of Washington )

County of Skagit )

I, the undersigned authority, A Notary Public in and for said State and County hereby certify that **Garry Jackson and Edite Jackson** whose names are signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of this conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17 day of August, 2017.

  
\_\_\_\_\_  
(Notary Public)

My Commission Expires: 04-19-2021

